

REQUEST FOR PROPOSAL

TO PROVIDE MANAGEMENT SERVICES
FOR THE JEFFERSON PARISH
PERFORMING ARTS CENTER



RFP No.: 421

Proposal Receipt Date: March 31, 2021

Proposal Receipt Time: 3:30 P.M.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70054

(504)364-2678

TABLE OF CONTENTS

Contents

1.1 Background.....	3
1.2 Purpose.....	4
1.3 Goals and Objectives.....	4
1.4 Proposer Minimum Requirements	4
1.5 Schedule of Events.....	5
1.6 Proposal Submittal	6
1.7 Proposal Response Format	6
1.8 Number of Response Copies	7
1.9 Legibility/Clarity	8
1.10 Pre-proposal Conference.....	8
1.11 Written Inquiries	8
1.12 Inquiry Periods.....	8
1.13 Required Signed and Notarized Affidavits	9
1.14 Proposal Guarantee	10
1.15 Performance Bond	10
1.16 Fidelity Bond Requirements	10
1.17 Proposal Validity	10
1.18 Revisions, Withdrawals, Protest Procedures	10
1.19 Cost of Offer Preparation.....	11
1.20 Acceptance of Proposal Content.....	11
1.21 Written or Oral Discussions/Presentations	11
1.22 Standard Terms and Conditions and Non-negotiable Contract Terms	11
1.23 Taxes	12
1.24 Selected Proposer's Responsibilities	12
1.25 Sub-Contractor Requirements.....	12
1.26 Insurance Requirements.....	12
1.27 Subcontractor Insurance.....	12
1.28 No Guarantee of Quantities	12
1.29 Contract Negotiations	13
1.30 Cancellation of RFP or Rejection of Proposals	13
1.31 Evaluation and Selection.....	13
1.32 Indemnification.....	14
1.33 Payment for Services	15
1.34 Termination.....	15
1.35 Assignment	16
1.36 EEOC and ADA Compliance	16
1.37 Audit of Records	16
1.38 Record Retention	17

1.39 Record Ownership	17
1.40 Content of Contract/Order of Precedence	17
1.41 Contract Changes	17
1.42 Substitution of Personnel	17
1.43 Force Majeure	18
1.44 Governing Law	18
1.45 Claims or Controversies	18

PART II - SCOPE

2.1 Scope of Work/Services	18
----------------------------------	----

PART III- FEDERAL PROVISIONS

3.1 Federal Contract Provisions	24
---------------------------------------	----

PART IV - EVALUATION CRITERIA

4.1 Evaluation Criteria	
-------------------------	--

PART V - PERFORMANCE STANDARDS

5.1 Performance Requirements	31
5.2 Performance Measurement/Evaluation	31

PART VI – APPENDICIES

ATTACHMENT “A” Insurance Requirements

ATTACHMENT “B” Pricing Schedule

ATTACHMENT – Signature Page

ATTACHMENT – Corporate Resolution

ATTACHMENT – Request for Proposal Affidavit Instructions

ATTACHMENT – Request for Proposal Affidavit

REQUEST FOR PROPOSAL
PROVIDE MANAGEMENT SERVICES FOR THE
JEFFERSON PARISH PERFORMING ARTS CENTER

1.1 Background

The Jefferson Performing Arts Center (JPAC) is located at 6400 Airline Drive, Metairie, Louisiana 70002 between LaSalle Park and the former Zephyr baseball stadium.

Positioned ideally in the suburbs of New Orleans and in the heart of Jefferson Parish, Jefferson Performing Arts Center offers its clients a unique population base. Over 500,000 people reside within a 15-mile radius of the facility and a broad array of ethnic and cultural heritages make-up the demographics of these residents and add to the potential draw for successful events.

Jefferson Performing Arts Center is an ideal venue for events of all kinds including world renowned theater performances, major corporate roll-outs, international dance competitions, community theater, ethnic festivals, consumer shows, meetings, galas and other major events.

Jefferson Parish, hereafter referred to as the "Parish", is seeking proposals from qualified, experienced organizations or firms to provide venue and event consultation, management and operations services for Jefferson Performing Arts Center on behalf of Jefferson Parish. Proposers must demonstrate proven experience in providing comprehensive management and full-service operations at performing arts type facilities in comparable and/or larger markets.

Proposers must agree to provide all of the services included in this Request for Proposals. Jefferson Parish will, however, consider proposer's use of affiliated companies, or subcontractors to provide consolidated and support services (individually or collectively referred to as "Subcontractors"). In the event proposer intends to utilize Subcontractors for any services described herein, proposer shall identify such Subcontractors in the response to this Request for Proposals inclusive of complete contact information, the proposed scope of work anticipated to be assigned to the Subcontractor with demonstrated evidence of experience and qualifications to perform commensurate with the level of quality necessary to fulfill the obligations of the proposer as required in this Request for Proposals and any resulting agreement with Jefferson Parish. Subcontractors shall not be used as a management partner.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-865 et. seq. from bona fide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal, vendor agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish standard terms and conditions as adopted by Council Resolution. “Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et. seq. Vendor/Proposer by this submission, warrants that there are no “Conflicts of interest” related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.”

1.3 Goals and Objectives

Firm must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal.

Proposers submitting responses to this RFP must have at least ten (10) years of experience in managing facilities similar in size and scope to the Jefferson Performing Arts Center.

Proposers must provide a minimum of five (5) references, with current contact information, for projects of similar scope and size completed within the last two years.

1.4 Proposer Minimum Requirements

To be considered under this RFP, Firm must be experienced at providing management services similar in nature and complexity to the project outlined in this Request for Proposal and meet the following criteria by providing written documentation validating the following:

- a) Minimum five (5) years' experience in the business of successful management of stand-alone performing arts venues of comparable or greater size and functionality in markets at least equivalent to the population of Jefferson Parish.
- b) Minimum ten (10) years' experience as the sole and exclusive provider of facility management services in successful management and operations of stand-alone performing arts venues of comparable or greater size and functionality in markets at least equivalent to the population of Jefferson Parish.

- c) Current management services of five (5) stand-alone performing arts venues of comparable or greater size and functionality in markets at least equivalent to the population of Jefferson Parish.
- d) Proposer must be properly licensed to perform all services identified within this RFP.
- e) Proposers must provide a minimum of five (5) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past (department to define recent past but not to exceed past two years). Contact person(s), addresses and telephone numbers for each reference shall be included.

1.5 Schedule of Events

Note: Purchasing Department will complete actual dates and times for items 1-4. Evaluation Committee Meeting Date will be scheduled according to committee members' availability and therefore, Items 5-7 will be determined at later dates.

	<u>Date</u>	<u>Time (CST)</u>
1. RFP posted online @ www.jeffparish.net	3/3/2021	3:30 P.M.
2. Pre-Proposal Conference	3/19/2021	10:00 A.M.
3. Deadline to receive written inquiries	3/24/2021	3:30 P.M.
4. Proposal Receipt Date and Time	3/31/2021	3:30 P.M.
5. RFP Evaluation Committee Meeting		TBD

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally, proposers may check for meeting information posted on the Jefferson Parish website.

6. Council Selection via resolution	To be scheduled
7. Contract Ratification via resolution	To be scheduled

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.6 Proposal Submittal

All proposals including mandated affidavits in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

Important – Clearly mark outside of online envelope with the following information and format:

- Proposal Name: **Provide management services for the Jefferson Parish Performing Arts Center.**
- Proposal No. **0421**
- Proposal Receipt Date and Time: **March 31, 2021 at 3:30 PM**

Proposals will only be received online through Central Bidding. Central Bidding can be accessed by visiting either www.centralauctionhouse.com or www.jeffparishbids.net. All vendors will be required to register with Central Bidding. Jefferson Parish Vendors are able to register for free by accessing the following link: www.centralauctionhouse.com/registration.

Proposer is solely responsible for the timely submission of its proposal. Late proposals will not be accepted.

PROPOSALS SHALL NOT BE OPENED PUBLICLY. Cost proposals (Price Schedules) shall be submitted separately, as sealed envelope as notated on the Central Bidding page as Decryption Key #2 and shall remain sealed until the RFP Evaluation Committee meeting has completed scoring the Technical portion of the submission. PRICES SHALL NOT BE READ UNTIL THE COMPLETION OF THE TECHNICAL EVALUATION. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1.7 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person

signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Proposal: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications
- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Profile: Firms are requested to submit documentation from the past three (3) years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the cost proposals.
- H. Cost Proposal: Proposer's fees and other costs shall be submitted in a **separate online envelope** (Named Decryption Key #2) with proposal submission. This cost proposal shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1.8 Number of Response Copies

Each Proposer shall submit one (1) online signed original response, including mandatory affidavits (signed and properly notarized) in original format. PDF files are preferred. Cost proposals ***should not*** be included in the Technical portion of your submission. The Technical portion shall be submitted on Decryption Key #1.

Cost proposals must be submitted separately, using the Decryption Key #2, which contains one (1) original. The online envelope will remain sealed until the evaluation committee meets and scores all technical components of this RFP as indicated in the evaluation criteria.

1.9 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposer's response shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.10 Pre-proposal Conference

A pre-proposal conference will be held at 10:00 A.M. on March 19, 2021 at the Joseph S. Yenni Bldg., located at 1221 Elmwood Park Blvd., Suite 405, Jefferson, LA 70123. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions thereto. Any firm intending to submit a proposal is encouraged to attend and should have at least one authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions in the form of addenda provided to all prospective proposers.

1.11 Written Inquiries

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

1.12 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not

be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than three full working days, 3:30 P.M., from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be delivered by e-mail or posted on the Central Bidding site:

Phone: (504)364-2678 Fax: (504)364-2682

Buyer Email: sduffy@jeffparish.net

Buyer Name: Ms. Sidney Duffy

1.13 Required Signed and Notarized Affidavits

Affidavits in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances are required with proposal submission. For the convenience of vendors, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*. **This affidavit (Request for Proposal Affidavit) must be completed, signed, properly notarized and submitted in its original format with the proposal submission.** Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Section 2-895(b) of the Jefferson Parish Code of Ordinances.

***Pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances, shall be exempted from submitting the Sub-contractor Affidavit. As such, this section is NOT required to be completed in the Request for Proposal Affidavit. However, a list of all sub-contractors used in the performance of the pre-placed emergency contracts shall be submitted prior to payment on the contract.**

All persons or firms who are under contract which were awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and ratified by Council resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.15 Performance Bond

The successful proposer shall be required to provide a performance bond in the amount of fifty-thousand dollars (\$50,000.00) to insure the successful performance of the agreement in accordance with the negotiated terms and conditions of the parties. The proposer acknowledges and agrees that the performance bond may be forfeited for successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

1.16 Fidelity Bond Requirements

The successful proposer shall be required to provide a fidelity bond in the amount of one-hundred thousand dollars (\$ 100,000.00) to ensure that the Parish is protected from fraudulent acts performed by the successful proposer and/or its employees. The proposer acknowledges and agrees that the fidelity bond may be forfeited for losses that are incurred as a result of fraudulent acts by the successful proposer and/or its employees.

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement is executed.

1.18 Revisions, Withdrawals, Protest Procedures

If the proposer needs to submit changes or revisions, proposers shall submit these in writing, signed by an authorized representative of the proposer. All addenda and changes must cross-reference the relevant RFP section. Said changes or revisions shall be delivered prior to the RFP proposal receipt date and submitted in a sealed envelope to be opened contemporaneously with the proposal submission. Proposer(s) request(s) for withdrawal of responses to this RFP must be submitted in writing and received prior to the RFP receipt date as set forth in the Schedule of Events.

Any proposer that submitted a response for this Requests for Proposals may protest in writing to the Director of Purchasing within 48 hours of the evaluation committee meeting. The Purchasing Director will review the complaint in conjunction with the Parish Attorney's Office who will then respond as soon as possible in writing to the proposer.

1.19 Cost of Offer Preparation

All submissions in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish of Jefferson.

1.20 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

1.21 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with Proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

1.22(A) The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 136353 (previously 113646). A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, www.jeffparish.net.

1.22(B) Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.

1.22(C) It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a proposal, proposer acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

1.23 Taxes

Jefferson Parish is exempt from paying sales taxes under Louisiana State Revised Statute 47:301(8)(c). All prices for purchases of supplies and materials by Jefferson Parish shall be quoted exclusive of State and Parish taxes.

1.24 Selected Proposer's Responsibilities

The selected proposer shall be required to provide all items and services offered in his proposal. The proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

1.25 Sub-Contractor Requirements

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

1.26 Insurance Requirements

Proposer shall furnish the Parish with certificates of insurance evidencing mandating coverage(s) pursuant to Resolution No. 136353 (previously 113646) and Attachment "A". A copy of Resolution No. 136353 (previously 113646) may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.27 Subcontractor Insurance

The proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 136353 (previously 113646). A copy of Resolution No. 136353 (previously 113646) may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffParish.net.

1.28 No Guarantee of Quantities

The Parish of Jefferson does not guaranty quantity or services required in the scope of work defined in Part II. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of scope of work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the pricing schedule.

1.29 Contract Negotiations

The Parish administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the proposer(s) selected by the Jefferson Parish Council (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the Council for ratification. Contract negotiations are limited by section 1.22(B) Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the RFP evaluation committee shall seek authorization from the Council to negotiate a contract with another proposer under that RFP.

1.30 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal receipt date if in the best interest of the Parish.

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all Proposer submissions will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the evaluation committee must review the RFP, concerning not only the task of description but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Finance and Legal Department (Parish Attorney's Office). The representative of the Legal Department shall act as secretary of the evaluation committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. After completion and tallying of the technical evaluation scores, each scoring evaluation committee member shall sign and date his individual score sheet. After the secretary of the evaluation committee collects all individual score sheets, the Purchasing Department and the requesting department shall tally the individual scores to obtain a total technical evaluation score for each proposer. Following the tabulation of technical scores, the Purchasing Department shall open the sealed pricing proposals, and shall read the pertinent portions of those pricing proposals aloud. To the extent necessary, the evaluation committee may further review and analyze the cost proposals and/or request and receive clarification of the pricing information provided by the proposers for submission to the Council. After discussion of all price proposals, the Finance Department shall calculate the cost evaluation portion of the scoring sheet, using the pricing proposals submitted by proposers and the formula below. The cost evaluation shall constitute twenty-five percent (25%) of the total points assigned, and will be based upon standard cost rates submitted by the proposers. The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC * X)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers
PC = Proposer's cost
X = 25% of the total number of points assigned.

After the Finance Department completes the cost evaluation scores, the Purchasing Department and the requesting department shall each add the cost evaluation scores for each proposer to the tabulated technical scores of each proposer, totaling the final number of points assigned to each proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department, the Finance Department and the requesting department. The secretary of the evaluation committee shall collect all individual and tabulated score sheets and deliver them to the Parish Clerk.

The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified firms and explaining their rationale. Attached to the memorandum shall be copies of the cost proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those pricing criteria. A list of names of the responsive and responsible proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible offers.

Responsibility of a proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana.

Responsiveness shall be determined considering the materials that the proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the evaluation meeting(s) and are encouraged to check the Jefferson Parish website, www.jeffparish.net for meeting details.

Upon completions of its analysis, the Council may either (i) adopt the resolution selecting the proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the evaluation committee; except that the Council may select a proposer other than the highest-ranked proposer provided that proposer selected has been given a cumulative score by the committee that is no more than ten percent (10%) lower than the cumulative score for the highest-ranked proposer.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from a technical standpoint; and from a price standpoint. If the evaluation committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all proposers.

1.32 Indemnification

Proposer shall agree to indemnify and hold the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, harmless against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or

organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by proposer under this RFP.

Further, proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

1.33 Payment for Services

The proposer shall address and send the invoice to the Department of General Services pursuant to the payment terms negotiated in the agreement. Payments will be made by the Department of Accounting no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the respective Jefferson Parish Department. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

Successful proposers submitting payment requests for services in connection with pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances shall provide a list of all sub-contractors used in the performance of the pre-placed emergency contracts prior to payment on the contract.

1.34 Termination

The proposer affirmatively acknowledges and agrees that the terms of any ensuing agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Parish; but said agreement may be terminated under any or all of the following conditions:

A. By mutual agreement and consent of the parties hereto.

B. By the Parish as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the Parish will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the manager) to cure any such failure.

C. By either party upon failure of the other party to fulfill its obligation as set forth in the Agreement.

D. By the Parish for convenience by issuing successful proposer(s) thirty (30) days written notice.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

The proposer affirmatively acknowledges and agrees that any ensuing agreement shall be binding upon the successors and assigns for the parties hereto. The ensuing agreement being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the Parish, in the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.37 Audit of Records

Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit

during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of Parish.

Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

The proposer shall maintain all records in relation to this proposed agreement at its location for a period of at least five (5) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

1.39 Record Ownership

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by proposer upon request at expiration or earlier termination of this agreement.

1.40 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) the proposer's proposal; and, 4) Resolution No. 136353 (previously 113646) and any amendments thereto.

1.41 Contract Changes

Upon negotiation of a bona-fide agreement between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

1.42 Substitution of Personnel

In conformity with Section 1.6, substitution of personnel shall be ratified by the Council. In addition to the foregoing, if during the term of the contract, the proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.43 Force Majeure

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated agreement if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic or court order; provided the proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of this agreement.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 136353 (previously 113646).

1.45 Claims or Controversies

Proposer, as evidenced by his signature, agrees that the agreement shall be made in accordance with the laws of the State of Louisiana. The proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Management Firm shall be required to manage and operate the Jefferson Performing Arts Center and contract for its use in a manner that will promote and further the goals and objectives as outlined in this Request for Statements/Proposals. In order to facilitate a more uniform price proposal this section has been broken down into three services, Facilities, Production, and Concessions. For each of the categories the successful Firm will be required to do the following:

- A. Coordinate the efforts of all parties involved in the operation of the Jefferson Performing Arts Center and establish and maintain consistent procedures for cost estimating and reporting, maintenance and payment of invoices, including preparation of budgets and reports;
- B. Provide marketing for the use of the facility, advertisement of events, and to generate income from the "reader board" advertisement capabilities.
- C. Monitor actual and projected operating expenses and advise Jefferson Parish if projected costs exceed the amounts set forth in approved budgets;
- D. Devise and implement procedures (including preventive and predictive

maintenance procedures) reasonably designed to keep the Jefferson Performing Arts Center in good order and condition, subject to ordinary wear and tear, and maintain the Jefferson Performing Arts Center in such order and condition;

- E. Attend Parish Council meetings as often as reasonably necessary to facilitate communications and coordination of the Jefferson Performing Arts Center operations and activities.

Facilities

- A. The Management Firm shall provide all labor to maintain the exterior of the facility clean and free from trash, debris, etc. Pressure wash all concrete twice a year or as needed to maintain a high level of appearance.
- B. Vendor will be responsible for the building maintenance such as, building envelope all mechanical and life safety, and conveyance systems. All interior including electrical, plumbing, and mechanical. Maintain exterior and interior aesthetics to Jefferson Parish standard practices.
Provide Janitorial Services for day to day and event cleaning and trash services.
- C. Provide asset and property management services.
- D. Pay operating expenses, such as utilities, taxes, insurance, maintenance and other bills.
- E. Provide accounting and bookkeeping services, and coordinate third-party audit and tax preparation.
- F. Submit periodic reports as required.
- G. Comply with various Jefferson Parish and State policies and bid laws regarding employment and professional service contracting.
- H. Make ordinary repairs and alterations as necessary and reasonable to preserve the economic life and upkeep of the property.
- I. Provide management oversight for procurement and installation of furniture, fixtures, and equipment (FF&E) and non-FF&E building improvements.
- J. Vendor shall ensure compliance with all local, state and federal codes and regulations pertaining to, and shall attend to all legal responsibilities pertaining to, all work pursuant to this Scope of Services.
- K. Vendor shall ensure that all required licensing, bonding and insurance requirements are carried by the Management Firm, all employees and subcontractors, and all other persons engaged in all work pursuant to this Scope of Services.
- L. Administer and enforce the terms of rental agreements.

- M. Provide a set of Standard Property Management Operating Procedures and a Property and Asset Management Plan with proposal.
- N. Provide an asset "Take Over" plan and checklist at onset of project for the transition of property management and accounting services.
- O. Provide 24-hour year-round emergency response for call outs for fire alarms and other building emergencies.

Fiscal Management

- A. In accordance with Generally Accepted Accounting Principles (GAAP) and industry best practices, provide professional bookkeeping necessary to maintain the records (electronic and hard copy) specified in this RFP and retain those records for seven (7) years. Jefferson Parish shall have the right to audit the vendors books with respect to the management and facility operations with not less than forty-eight (48) hours' notice during reasonable business hours.
- B. In accordance with GAAP and industry best practices, provide general ledger detailed account reconciliation for each event.

Production

- A. Coordinate the work of all parties performing work in connection with operating the Jefferson Performing Arts Center;
- B. Negotiate, execute, and perform contracts, use agreements, licenses and other agreements with persons who desire to schedule events, performances, telecasts, broadcasts or other transmissions in, from or to the Jefferson Performing Arts Center or who desire otherwise to use the Jefferson Performing Arts Center or any part thereof or
(ii) that otherwise pertain to the use, operation and occupancy of the Jefferson Performing Arts Center or any part thereof;
- C. Coordinate and negotiate contracts for all advertising, licensing, promotional activities, ticket sales, marketing, and public relations for the Jefferson Performing Arts Center;
- D. Plan, coordinate, and administer operation of the Jefferson Performing Arts Center and continue to identify, select, and train the Jefferson Performing Arts Center's staff;
- E. Require that all persons using the Jefferson Performing Arts Center or attending events therein comply with all legal requirements of all governmental authorities having jurisdiction over the Jefferson Performing Arts Center; and
- F. Furnish all services, personnel, materials, tools, machinery, equipment and other items necessary to accomplish the foregoing requirements;

Concessions

- A. Select and negotiate contracts with vendors for all concessions at the Center including the sale of food, beverages, alcoholic beverages, souvenirs, novelties and programs; The management firm will be allowed to keep all revenues derived from the sale of the concessions after paying the appropriate vendors. These revenues should be considered in the annual price charged to the parish to manage the center.
- B. Finally, the scope of work shall be limited in that the right to distribute and sell beer, wine, and mixed drinks inside the premises of the Jefferson Performing Arts Center will be exclusive to the firm holding the necessary licenses and permits; however, the right to distribute and sell beer, wine, and mixed drinks in the Festival Fields shall be non-exclusive.

2.2 Period of Agreement

The term of any contract shall be for five (5) years with a one (5) year option to extend, upon mutual agreement of the parties.

2.3 Cost Proposal (Price Schedule)

Cost proposals must be submitted in separate online envelope which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The cost proposals shall not be included in the evaluation criteria. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

Pricing must be submitted on the Cost Proposal (Price Schedule) furnished in Attachment “_B_”. All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.4 Deliverables

The deliverables listed in this proposal are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

The primary location where service is to be performed is 6400 Airline Drive, Metairie, LA 70003.

2.6 Financial Profile

Firms are required to submit documentation from the past 3 years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirement in order to be eligible to be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

2.7 Proposal Elements

2.7.1 Technical

Each proposer shall address how the firm will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:

Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).

Plans for necessary training, where applicable.

Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof

Proposer shall likewise provide any information including value added services and benefits pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

2.7.2 Qualifications and Experience

Proposer Qualifications:

To be considered under this RFP, the respondent must meet the minimum requirements by providing written documentation validating the following:

Proposers must submit documentation that demonstrates the proposing firm has at least ten (10) years' experience as the sole and exclusive provider of facility management services in successful management and operations of stand-alone performing arts venues of comparable or greater size and functionality in markets at least equivalent to the population of Jefferson Parish.

Proposers shall demonstrate successful consultation services of a minimum of five comparable or larger performing arts venues as well as the proposer's responsibilities and scope of work demonstrated in each such engagement.

Proposers shall provide a listing of a minimum of five (5) comparable or larger publicly owned performing arts facilities it currently manages and operates, inclusive of the performing arts centers names, addresses, primary management personnel with contact information. Contact information of the public entity's contract manager, or equivalent position, overseeing proposer's agreement for performing arts center management shall be required.

References of at least five (5) comparable facilities for which the respondent and/or its proposed management team currently provide management services or have provided such services within the last three (3) years. Additionally, provide detailed information on the type of facility, annual attendance and scope of services provided. Include name, title, address, telephone, facsimile number and e-mail address of the client contact or contract administrator.

Proposers shall demonstrate knowledge and experience providing tourism, destination marketing and sales services at centers it currently manages.

Provide specific detail concerning how your firm will assist the Owner with developing policies, procedures, rate schedules, service pricing and lease agreement terms and conditions.

Proposers shall provide listings of all senior level corporate personnel anticipated to be actively participating in the response to this RFP and/or any of the services contemplated in the award of an agreement resulting from this RFP.

Describe how the management function will be organized and proposer shall provide a staff organizational chart. Include any relevant information regarding additional services that can be provided in support of the onsite management team and the functions that will be performed.

Provide resumes of key staff members that will have a significant role in delivering the scope of services.

Proposers shall disclose any agreement terminated, with or without cause, or not renewed by a public or private entity for management and operations of any arena, performing arts center or outdoor amphitheater within the past five (5) years, together with the reasons for termination or non-renewal.

Proposers shall demonstrate the financial capability necessary for the Jefferson Parish to assess, in its own judgment, the viability of the proposer to enter into and to provide the services at the level anticipated in this RFP, or higher, as well as any action with respect to a contemplated sale, act of receivership or reorganization of the proposer or any subsidiary that is, or has previously been, engaged in delivery of performing arts center services as contemplated in this RFP.

Proposer shall submit a plan to operate the venue using proven and current protocols for the prevention of the spread of communicable diseases.

Proposer shall submit a plan to operate the venue using proven and current protocols for facility security and event security.

Proposers shall submit plans for the following services related to the management and operations of the Jefferson Performing Arts Center:

- a. Corporate Support - Summarize any plans to provide corporate and/or regional support to the proposer's services associated with management and operation of the Jefferson Performing Arts Center.
- b. Sales and Marketing - Summarize elements constituting proposer's sales and marketing strategy for promoting and securing events to be scheduled and presented at the Jefferson Performing Arts Center as well as supporting services such as promotion of events, as appropriate, and identification, marketing and sales of recurring revenue generating facility inventory (e.g. pouring rights agreements, sponsorship and advertisement agreements, etc.). Demonstrate proposer's experience working with Destination Marketing Organizations and other entities with missions supportive of comparable convention center bookings and/or operations.
- c. Operations - Provide an operational plan that describes procedures for operations, security, customer service, repair and maintenance and other primary building functions. Provide examples of a preventative maintenance program anticipated to be employed for use by the proposer at the Jefferson Performing Arts Center.

Proposer shall provide a description of the firm's strategy for minimizing annual operating expenses and maximizing the annual operating revenues of the facility, including identification of any cost savings that may result from allocated personnel, application of regional resources, or other strategies that will help achieve optimum financial efficiency.

Resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project.

Include information demonstrating the Proposer's financial stability and certification to obtain and maintain bonding and insurance requirements will be assigned a higher score.

PART III FEDERAL CONTRACT PROVISIONS

3.1 Federal Contract Provisions

Not applicable

PART IV EVALUATION

4.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The proposed evaluation criteria shall measure how well an offeror's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the offeror proposes to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Cost shall be worth twenty percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1. TECHNICAL PROPOSAL (Maximum of 35 Points)

"The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:"

- A. Scope of Services (10) _____
- B. Facility management Experience (10) _____
- C. Preventive Maintenance Schedule (5) _____
- D. Responsiveness to the RFP (10) _____

2. QUALIFICATIONS AND EXPERIENCE (Maximum of 40 Points)

- A. Specific Experience – similar or larger scope of services currently being provided (10) _____
- B. Personnel- experience of management staff, experience in similar projects, etc. (10) _____
- C. Facility Management Capabilities - amount of available full-time, part-time or temporary employees, etc. (10) _____
- D. Financial Profile of Company (10) _____

TOTAL for 1. Technical and 2. Qualifications and Experience (Maximum of 75 Points)

3. COST PROPOSAL (Maximum 25 Points)

The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times X)$$

Where: CS = Computed cost score for
Proposer LPC = Lowest proposed cost of all
Proposers

PC = Proposer's cost

X = 20% of the total number of points assigned (25)_____

TOTAL MAXIMUM POINTS FOR THIS RFP 100 points _____

Part V. Performance Standards

5.1 Performance Requirements

- Proposer's timely submission of reports.
- Proposer's submission of facility maintenance compliance.
- Proposer's adherence to scheduling of events through a twelve-month calendar year/meet completion date.
- Proposer's ability to provide key personnel with knowledge and technical expertise.

5.2 Performance Measurement/Evaluation

- Timely submission and accuracy of reports
- Respond to Parish correspondence in a timely manner.
- Responsiveness to complaints/problems resolved in a reasonable and cooperative manner.
- Increase in revenue.
- Increase of scheduled events.
- Proper facility operations.
- Reasonable responsive to Parish goals and needs.
- Advertisement and marketing efforts for the use of the facility and events.

ATTACHMENT " A "

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646) dated 9/16/2020. The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (previously 113646).

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be

\$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

PROFESSIONAL LIABILITY

- a. Minimal acceptable limits: \$1,000,000 Per Loss; \$1,000,000 aggregate; and
- b. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract.

Request for Proposals: #0421

**Provide Management Services
SIGNATURE PAGE**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing Management Services for the Performing Arts Center for the Jefferson Parish General Services Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: March 31, 2021.

Acknowledge Receipt of Addenda: Number: _____
Number: _____
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: _____

Address: _____

Phone Number: _____ Fax Number _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE
CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE
PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS,
INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS,
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH
PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT
AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF AN EXCERPT OF THE
MINUTES OF THE ABOVE DATED MEETING OF THE
BOARD OF DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

**Request for Proposal
Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to ensure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant MUST select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.
- Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances

Instruction sheet may be omitted when submitting the affidavit

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that he/she
is the fully authorized _____ of _____ (Entity), the party
who submitted a proposal in response to RFP Number _____, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

ATTACHMENT "B"
Price Schedule

Item No.	Quantity	U/M	Description	Unit Cost	Total Cost
0010	5/60	Years/Months	Provide a cost to operate and maintain the Jefferson Performing Arts Center for a period of 5 years/60 months.		